

**FESTIVAL "UNA VOCE PER SAN MARINO"**  
**THE MUSIC CONTEST LINKED TO THE EUROVISION SONG CONTEST**  
**2022/2023**

**The only Contest in the world with a unique category of Contestants and which allows to access directly to the Eurovision Song Contest**

Whereas:

1. **Segreteria di Stato per il Turismo, Poste, Cooperazione ed Expo della Repubblica di San Marino** (hereinafter referred to as **Segreteria di Stato**), and **Radiotelevisione della Repubblica di San Marino** (hereinafter referred to as **San Marino RTV**) and **Media Evolution Srl** with registered business office in Via III Settembre n.99, Republic of San Marino, SM 47890, E.O.C. SM 29275 (hereinafter referred to as **ME**) have agreed to create a music contest, a Festival, developed through several stages, using digital channels with preselection purposes and on-site phases to be held in the **Republic of San Marino** in order to determine a Winner to be enrolled on behalf of **San Marino RTV** in the **Eurovision Song Contest**.

2. **Segreteria di Stato** has obtained from **San Marino RTV** the right to select the Artist taking part in the **Eurovision Song Contest**, by attributing to **ME** his/her identification, provided that **San Marino RTV** will supervise and ensure the compliance with the Rules of the **Eurovision Song Contest** as well as Winner's enrolment.

**Segreteria di Stato** and **San Marino RTV** have attributed and considered **ME** as a qualified entity for the organization of an international selection of the Artist who will represent **San Marino RTV** at the **Eurovision Song Contest** from 2022 onwards.

**ME** is responsible for drawing up for each edition of the Festival the Set of Rules, in line with the Rules of the **Eurovision Song Contest** concerning the general conditions of enrolment, the conditions concerning the selection and all the necessary provisions to ensure the smooth running of the **Festival**: the Prize for the Winner of the Festival (or for the runner-up if the Winner withdraws) will be the enrolment in the **Eurovision Song Contest** which will be provided by **San Marino RTV**.

3. **San Marino RTV** will be in charge in particular of the following duties: *a)* filming the Academy & Casting stages in order to make a program called "*Aspettando il Festival-Una Voce per San Marino*" ("Waiting for the Festival – Una Voce per San Marino"); *b)* filming the 5 (five) Semi-finals for their broadcasting on delay; *c)* shooting and live broadcasting the Grand-Final during the Festival.

**Segreteria di Stato** and **San Marino RTV** together with **ME** wants to create a format with just one category qualifying the Festival as the unique contest which allows to a unique category, to any citizen of any language or nationality from all over the world to participate and have the chance to win and have access to the **Eurovision Song Contest in 2023**.

Furthermore, **San Marino RTV** owns a TV channel as well as a Web and Radio broadcaster.

4. In accordance with this Set of Rules, **ME** is in charge of regulating the procedures of enrolment-access-selection for all the stages deemed appropriate in order to create the Contest-Festival and whose Winner will have the right to be qualified, upon presentation by **San Marino RTV**, to take part in the **Eurovision Song Contest** and this Set of rules concerns indeed the 2023 edition.

Therefore,

**MEDIA EVOLUTION S.R.L.**

in accordance with the above-mentioned agreements and in full harmony with the aforementioned entities assumes for the 2022/2023 edition of the Festival, the following

## SET OF RULES

### Art. 1 – THE CONTESTANTS

Anybody who has reached the age of 16 (sixteen) on **November 30, 2022**, can apply for the Festival by submitting their application (hereinafter referred to as the **Contestants**) to participate either as individual performers or as a group including a performer (e.g. duo, band, etc).

For minors, consent and subscription of their registration must be submitted by their parents exercising parental authority who commit themselves to actively collaborate to release the permission which is required for the performance of minors in the Festival, signing the consent form and any necessary document and/or request: issuing the authorization by the qualified Office is a condition to participate in each stage of the Festival.

Minors' parents (and even only one of them in case of the presence of only one of the two) and/or the legal guardian if appointed by the competent judicial authority (hereinafter also referred to as "parent") will be the sole responsible for any presence, act and/or behaviour of their children in case of the activities of the Festival, releasing **ME** from any liability.

### Art. 2 – FESTIVAL'S STAGES

In order to proclaim the **Winner of the Festival**, the Contestants could/should undergo the following phases:

- a) **Online registration** on [www.unavocepersanmarino.com](http://www.unavocepersanmarino.com) (hereinafter referred to as the "site") with the verification of Eligibility;
- b) **Academy & Casting**: namely, Educational Phase and Casting, over a period of 2 days;
- c) **Semi-finals**: 5 (five) Semi-finals (4 for Selection and 1 for repêchage round);
- d) **Grand-Final** during which the Winner of the Festival is announced. The winner and their song performed during the Grand-Final will be enrolled in the Eurovision Song Contest 2023 by San Marino RTV, after verifying their eligibility.

All documents concerning the contest-Festival will be kept in the archive for 3 (three) months starting from the end of the Grand-Final.

#### a) VERIFICATION OF ELIGIBILITY

The Verification of Eligibility is FREE OF CHARGE and its only aim is to verify the eligibility of each Contestant through an evaluation carried out by an expert, unquestionably selected by **ME** and who will express their positive or negative opinion. It is agreed that even in case of a negative opinion, the Contestant could still enrol in the Festival. The Verification of Eligibility will start from today and will end on **January 15, 2023**; it will be held online by sending a specific form to **ME** which can be found in the dedicated area of the website posted as "*Verifica d' idoneità: form online*" ("Verification of Eligibility: online form"). Contestants can thus send the requested material, as specified in this area of the website (video links and/or mp3 files).

#### b) ACADEMY & CASTING

This first phase will be held in San Marino at "Sala Polivalente – Auditorium Little Tony" and will consist of 2 (two) days including the **Academy & Casting** stage.

The **Academy** is an educational meeting on specific subjects concerning the entertainment in order to study and learn about music.

The **Casting** includes the selection of the Semi-finalists by holding a private audition, on a live basis (the so-called half playback) and the evaluation by the Jury, accredited and decided by **ME**.

The Jury will select about 60 (sixty) or more Contestants that could move to the next stage, provided that **ME** reserves the right to decide on the exact number. The Casting phase will be recorded by **ME**.

The Jury's decision is final. However, the Contestant, even during the Casting, must report officially to **ME** any fact, element, issue, event, relation, etc which can represent in whole or in part a cause or a change – even indirectly – by the Jury or one of its members or anyone from **ME** the vote of the Jury which must be free and based on meritocratic and artistic evaluations basing on the personal belief of the members of the Jury.

The participation of the Contestant and /or member of the Jury and/or Member of the organization in other Contests/festivals must be communicated by the Contestant as well as by the member of the Jury in order to replace the member of the Jury considering the participation of the Contestants in more than one contest/festival. The above should be applied for each stage of the contest - Una Voce per San Marino.

The **Academy & Casting** will be held in several sessions and should start from **October 28, 2022** according to the final calendar posted on the Festival website; other sessions might be scheduled according to the number of registrations; the last session will be held on **January 27, 2023**. As mentioned above, the schedule will be unquestionably decided by **ME** and it will be communicated to the Contestants by posting it in the specific area "Academy & Casting" on the Festival website. **ME** reserves the right to set the dates and also to hold further Academies and Castings.

#### **c-1) SEMI-FINALS**

This stage is only for Contestants selected by the Jury at the end of the Casting.

The **Semi-finals** will be held in San Marino in **February 18-19-20 2023**.

During this phase, by drawing lots, Contestants will compete by playing live (e.g. half playback), in front of a qualified Jury with experts in the field unquestionably chosen by **ME**.

Jury's decision is final and it will be made and explained publicly at the end of the Contestants' performance, and it will be based on evaluation criteria that will take into account the artistic value, their originality and the performing and interpreting skills of each individual Contestant.

The Jury will admit to the next phase about 20 (twenty) Contestants. **ME** reserves the right to decide the exact number.

The Semi-finalists as identified above will participate in the **Grand-Final** during which they will compete according to modes and ways unquestionably decided by **ME**.

The Semi-finals will be n. 4 (four) for Selection and n. 1 (one) for repêchage round and this will include one semi-final for San Marino Citizens as mentioned below.

During the **Semi-finals for Selection**, the Jury will select those who will access directly to the **Grand-Final** and who will have the right to participate in the **Semi-finals of repêchage round** from which other Contestants could be selected to access the **Grand-Final**. The **Semi-final of repêchage** round is an extra opportunity for Contestants who can demonstrate their preparation and artistic skills.

However, it is understood, and all the parties acknowledge that minors cannot perform after 24.00, neither during the Semi-finals, nor the Grand-Final; therefore, if the Contestants pass the first stages of the selection, they will not be able to participate in the later phases if they perform after 24.00; in that case, audio-video recordings of the Contestant's performance will be used.

#### **c-2) SEMI-FINAL for Contestants who are San Marino citizens**

During the **Semi-final of repêchage round**, a **Semi-final** for Contestants who are citizens of San Marino will be held. They must submit the request form to take part in, by registering at Academy & Casting in order to participate in the Casting audition for their verification.

The first 12 (twelve) contestants will pass to the specific and aforementioned **Semi-final** from

which 4 (four) Contestants will access to the **Grand-Final**.

The date of the **Semi-final** for San Marino citizens is already foreseen among those which are already scheduled and more specifically in the Semi-Final of **repêchage round** but with a session / evaluation and access which is separated and autonomous from to the **repêchage round**; the convocation will be specifically highlighted on the website.

If the Contestant is a band, the following rules must be applied: a) the singer should be a citizen of San Marino; b) at least the majority of the group should be citizens of San Marino.

### **c-3) Direct access to the SEMI-FINALS**

At **ME** discretion, in case one or more Contestants are of particular relevance, notoriety and with previous important phonograph records, they can access directly to the **Semi-finals** skipping the Academy & Casting stage, but they must submit their application following terms and modes as indicated in art. 3.2.

### **d) FESTIVAL GRAND-FINAL**

The Grand-Final will be held on **February 25, 2023** at Teatro Nuovo Dogana or in any other place and day selected by ME according to ways and modes about the “Festival” contest unquestionably decided by ME, in place and date established unquestionably by ME and posted on the Festival website.

During the Grand-Final the Contestants coming from the Semi-finals could choose the unreleased track to perform and they will compete with each other.

The Winner will be announced by the Jury of Experts which will be composed by 5 (five) members of which 2 (two) will be unquestionably chosen by San Marino RTV (one of whom will act as the President), 1 (one) unquestionably chosen by Segreteria di Stato and the remaining 2 (two) unquestionably chosen by ME.

The Winner of the Festival, with the song performed during the Grand-Final will be enrolled in the Eurovision Song Contest 2023 by San Marino RTV after verifying their eligibility. The Winner of the Festival pledges also for the fact of the third party, as of now, to sign and have it signed all the documents required for participation in the Eurovision Song Contest 2023, by way of full acceptance and knowledge with obligation of full and complete execution, such as the 2023 license agreement between the owner of the rights on the audio-video recording of the song performed at the Grand-Final and the phonographic company selected by the Eurovision Song Contest. This will be posted on the Festival website for the full knowledge of the Contestants who confirm to have read the 2022 license which should be valid for 2023; by signing it Contestants will participate in the Grand-Final of the Festival.

The Winner of the Festival pledges also for the fact of the third party, as of now, to comply with the rules, commitments and conditions as mentioned in the Eurovision Song Contest 2023 rules.

### **Art. 3 – FESTIVAL ENROLMENT**

Those who meet the requirements as of art. 1 regardless of the fact they have undergone the verification of eligibility and/or its result, since it is not binding, could enrol in the Festival from today and not later than **February 13, 2023**.

All registration forms are posted on the Festival website in the dedicated area “Come iscriversi” (“*How to Enrol*”).

Applications which are incomplete or unsigned in every single part or in case the receipts of payment are missing as specified below will not be accepted.

As per minors’ applicants, the subscription of their parents exercising parental authority will be required as well as their registration.

### 3.1. ACADEMY & CASTING

Those who want to enrol in the **Academy & Casting** stage must submit the application form, upon payment of the registration fee as follows:

- **Euro 100,00** (Euro one hundred/00), both individuals and groups, if registration is made no later than September 29, 2022;
- **Euro 150,00** (Euro one hundred and fifty/00), both for individuals and groups, if registration is made from October 1, 2022 until the deadline as mentioned in the art.3 (February 13, 2023).
- For citizens and groups from San Marino registration is **Euro 50,00** (Euro fifty/00) if it is made within December 31, 2022.

The payment of the registration fee is the essential condition of the registration and it can be made by bank transfer on the bank account of **Media Evolution S.r.l.** with registered business office in Via III Settembre n. 99, Republic of San Marino, SM 47890, E.O.C. SM 29275, in the person of the sole Director Mr. Denny Montesi with the following bank details:

**IBAN SM97V0328709801000010314343**

### 3.2. SEMI-FINALS

Those who have been informed of their Positive Outcome at the **Academy & Casting** phase will be able to enrol for the next phase of the **Semi-finals**, no later than 3 (three) days from the above evaluation, paying the fee of Euro 150.00 (Euro one hundred and fifty/00) which is mandatory.

In case the registration is not made within the above-mentioned period of 3 (three) days, the Contestant forfeits the possibility to register for the Semi-finals.

The citizens/groups from San Marino participating as Contestants should not pay. However, registration is mandatory.

The application form for the **Semi-finals** phase is posted on the Festival website and the payment of the fee, which is a condition of validity, must be made on the bank account of **ME**.

### 3.3. GRAND-FINAL

No registration fee is required for the Grand-Final.

### Art. 4 – MUSIC TRACKS

When participating in each **Festival** stage, the Contestant will hand over 2 (two) songs and for each one the backing tracks (instrumental only) and 2 (two) full tracks (music and voice) of these songs for a maximum duration of 3 (three) minutes.

The backing tracks (half playback) must be handed over as MP3 file formats on a specific USB-key or CD with the name and surname of the Contestant, as well as the title of the songs and the line-up. By signing these rules, the Contestant gives their consent that the backing tracks delivered to **ME** will not be returned and they can be deleted and/or destroyed after the conclusion of the Festival.

It is understood that, since the aim of the Festival is to select the Winner who will represent **San Marino RTV** at the **Eurovision Song Contest**, the aforementioned songs must be in line with this purpose.

### 4.1. ACADEMY & CASTING

The songs must be 2 (two) and the language can be chosen by the Contestant, on half playback chosen by the Contestant, too.

The duration of each song on half playback cannot be more than 3 (three) minutes; if longer, it can be faded during the audition.

### 4.2. SEMI-FINALS

Even during this stage, the songs must be 2 (two), on half playback and their duration should not exceed 3 (three) minutes. The language is chosen by the Contestant and it is compulsory to perform at least one **unreleased song** (art. 5).

#### **4.3. GRAND-FINAL**

The song should be one and only and it should be an unreleased track.

The live performance should be equal to maximum 3 (three) minutes (which is the duration of the Eurovision Song Contest tracks) and if longer than 3 minutes, the Contestant will be excluded.

#### **Art. 5 – DEFINITION OF COVER SONG AND UNRELEASED SONG**

Concerning the songs to be performed at the Festival, they shall be:

**A) cover songs:** a song previously interpreted and released by another well-known artist who is the original performer. The term *released* as used here means that the piece is presented and used in any form and/or way including its availability to the audience, even free of charge (e.g. internet), and/or its use during other contests.

**B) unreleased songs:** a song that has never been interpreted, performed neither used by the same Contestant/Artist, in any form/way, and that has not been already released, duplicated, put on market neither broadcasted via radio/TV nor used in other contests. Plus, it should not be found as a record in stores neither on the web (You Tube)/website nor in digital form, streaming in line with the Rules of the **Eurovision Song Contest** which have been established by the **European Broadcasting Union (EBU)** and are approved by the contest's governing body, the **Reference Group**.

#### **Art. 6 – RULES OF CONDUCT**

The Contestants of the event are aware of the importance of the Festival as a contest involving Segreteria di Stato and San Marino RTV, as well as the modes to access to the Eurovision Song Contest and, therefore, they guarantee their personal obligation and they commit themselves for the whole duration of the Festival to always maintain a correct and disciplined behaviour avoiding to damage with their own performance, in any way, third-party rights.

In particular, the Contestant should inform, before or during each performance, but before the end, any incompatibility and/or conflict of interests with one of the members of the Jury. This way **ME**, maybe informing **RTV** and/or **Segreteria di Stato**, could evaluate to change the member of the Jury in order to convey a transparent, clear and meritocratic evaluation according to the artistic evaluation which should be free and independent from the Jury.

The omission of this communication is a serious breach of the code of conduct resulting in Contestant's elimination.

Contestants arriving late to a call will be eliminated.

During the performances, taking into account what is mentioned in art. 2 letter b, the Contestants could not assume attitudes neither wear clothes/have hairstyles which are in contrast with morality so violating the law (of the Republic of San Marino) and in particular against the Republic's Coat of Arms, or third parties' rights. They should not neither pronounce sentences, make gestures, use objects, wear clothes with advertising/promotional references (even indirectly) nor with detrimental references to the image of the Republic of San Marino.

On the occasion of the TV final night, **ME** may, basing on its unquestionable judgment, change clothes, accessories, hairstyles, gestures and anything that is against the values as mentioned in the Code of Ethics of **San Marino RTV** (<https://www.sanmarinotv.sm/chi-siamo/azienda/codice-etico-c195/codice-etico- al182741>) to which **ME** refers.

**ME** also reserves the right to exclude Contestants at any time during the various stages of the **Festival** if they do not comply with the rules of this Set of Rules or if they assume a conduct which

is against the principles of good faith and if they don't respect public decency and morality. Contestants must pay particular attention, be acknowledged of and fully accept the Code of Ethics and the Organizational Model of the television broadcaster that will record live the event. In particular, it is strictly excluded that anyone can access to a later stage or can even access to the **Grand-Final** as a consequence of agreements with anyone, since, in order to get to the **Grand-Final**, Contestants must succeed the stages as mentioned in this Set of rules, due to Contestants' meritocracy. For the proper and smooth running of the **Festival**, the Contestants, and in case of minors their parents and/ or guardians, now for then, are committed and must report to **ME** the presence of persons who, pretending to be employees and/ or collaborators of the Festival, ask for money in exchange of any kind of service or that propose illegitimate agreements to pass the evaluations and/or selection phases and/or to get directly to the **Grand-Final**. Contestants are therefore invited to be wary of those who are not included in the list of Official partners, reporting any abuse to **ME**. Omitting this information, as well as any agreement with the above boosters by the Contestants and/ or parents exercising authority and/or anyone on behalf of the Contestants, will determine the full faculty for **ME** to exclude and eliminate the Contestant from the Festival. Plus, considering the violation of the fiduciary relationship, **ME** reserves the right to take legal action to obtain a compensation for the moral and material damage suffered.

## **Art.7 – CONTESTANTS' RIGHTS AND DUTIES**

### **7.1. FEES AND/OR REFUNDS**

The Contestants of the event commit themselves unconditionally, without claiming any compensation. Contestants are in charge of travel and daily expenses and/or other expenses as well as backing tracks (master).

If the **Festival** is not held due to *force majeure* (e.g. COVID-19), the Contestants will be entitled, if requested, to receive the refund of the amounts corresponding only to the registration fees already paid; refunds are not foreseen for any other reason.

Any further claim and/or reason towards **ME** and the **Festival** and those mentioned in the introduction will be excluded.

### **7.2. WITHDRAWAL OR NON-PARTICIPATION**

By signing their registration form, Contestants accept and expressly endorse the non-rescindable contractual obligation to refund **ME** for damage to image in case of unmotivated non-participation in the Grand-Final of the event - if the Contestant was selected among the Finalists - even including the participation in the **Eurovision Song Contest**. In this case, the damage suffered by **San Marino RTV** in charge of the enrolment in the **Eurovision Song Contest 2023 will be taken into account**. Contestants who have withdrawn during the previous phases will not be entitled to any refund.

### **7.3 DISQUALIFICATIONS/EXPULSIONS**

If disqualification occurs, at discretion of **ME** in accordance with this Set of Rules, the Contestant who is immediately after could take over the rights and powers of the Disqualified Contestant, and so on. The aforementioned procedure should be in line with the production time of the Contest and it is unquestionably decided by **ME**.

Facts mentioned in arts. 2b) and 6) are considered serious breach of this Set of rules. As a consequence, **ME** has the right to decide the disqualification of the Contestant and its judgement is unquestionable.

### **7.4. COMMITMENTS**

By signing this Set of rules and the participation in the **Contest**, the Contestants undertake, now for then, free of charge and without costs of any kind and type, to give **ME** the right to shoot and/ or take photo and/ or record, even with authorised third parties, by means of television, cinema, photos and phonographic media on film, tape or any other current or future media, their own image, their own voice, their own name and their artistic performances delivered throughout the **Festival**, with full right for **ME** to reproduce, broadcast, transmit, make available, duplicate, create, pair, synchronize, print, publish and project the shots and/or the photos and/or the recordings, as a whole or in part, during the **Festival** or separately, by any means currently known (by way of example and not limited to: TV, satellite, cable TV, radio, web radio, web tv, social networks, internet, downloading, streaming, analogue and/or digital systems, DVB-T, DVB-H, DVB-X, online and offline, fixed-line and mobile telephony, UMTS, GPRS, HSDPA, etc.) or any means that will be invented in the future, in any form and manner, without any limitation of time and/or space, through websites, web radio, web TV, social networks, etc., even by transferring it totally and/ or partially to third parties.

It is understood that the above mentioned license is essential for their participation in the **Festival** and this has also been taken into account in setting the registration fees (including the free-of-charge stage), in order to pay flat rates to the Contestants as well.

## **7.5. CONDITIONS TO ACCESS TO THE SEMI-FINALS**

In order to complete and integrate what is mentioned in art. 7.4 (Commitments) binging on Contestants, it is specified that the Contestants selected for the Semi-finals undertake, as of now, to:

- I) transfer to **ME** the master of music tracks that will be used by Contestants, and it must be exclusively owned by them, free from any and all rights (except for SIAE - in its execution for the songs protected by them) for the so-called related rights both of the phonographic producer and of the performers (with specific release of liability of the Contestants, keeping these costs at their exclusive charge). The Contestants have such rights and by participating in the **Festival**, they renounce to any and all indemnity/reimbursement/fee, even as fair compensation, having taken this into consideration in the determination of the fee to register to the **Festival**, including the transfer to **ME** and considered the free **verification of eligibility** even for this synallagma.

In particular, the Contestants, with the aforementioned transfer, for free and without charges and/or costs of any kind and type, with the right to transfer to third parties the master of the music bases of the songs presented at the **Festival**, as per aforementioned art. 5, undertake to transfer the so-called “connected rights” both of the phonographic producer and of the performers (with specific release of liability of the Contestants, who will keep these costs at their exclusive charge) and the Contestants, now for then, assuming full responsibility, declare that they will deliver the bases/ tracks suitable for duplication directly to the production, declaring and guaranteeing to be the sole, exclusive and unique owner of all the phonographic rights on these, that they have acquired the rights from any and all partners and rightful claimants, and to be able, freely and without prejudice or limitation, to transfer the rights of use, including the diffusion in any form and manner, the provision to the public, the recording and all secondary rights in general, to **ME**, which receives, and this is an integral part of their participation in the Competition, given the setting of the fee, which has also taken into account this essential and mandatory assignment, non-exclusive for the period from the delivery of the tracks (audio master) to **December 31, 2023**;

- II) deliver to **ME**, before the date of the **Semi-final**, the master with the bases (music and voice) of the tracks presented at the **Festival** as per art. 5 as above (cover song and unreleased song), on a CD and/or a MP3 file format of proper phonographic quality;



- III) Participate in live activities with promo purposes and/or concerts organized in the Republic of San Marino with the only refund of the expenses and within **December 31, 2023**.

The above duties and assignments have been taken into account for all that is borne by **ME** in organizing the **Festival** and they are an essential condition for the access to the **Festival**.

## **Art. 8 – ORGANIZATION’S RIGHTS**

### **8.1. PROMO-ADVERTISING ACTIONS OF THE ORGANIZER AND OF THOSE MENTIONED IN THE INTRODUCTION**

**ME** has the right to match the **Festival** and/or its television and/or radio broadcasting, with one or more promotional and advertising initiatives, including but not limited to: sponsorship operations, TV promotions, sponsorships, merchandising, without any of the Contestants having anything to claim.

By signing this Set of rules, Contestants undertake, now by then, to grant **ME**, free of charge, the right to use their own image for the promotional-advertising initiatives as mentioned above, for the duration of four years occurring from the subscription of this Set of rules, and this was taken into account in determining the registration fees as referred to in the aforementioned art. 4.

### **8.2. TV, AUDIO, PHOTO SHOOTS**

**ME** has the right to record and/or film and / or have recorded and / or have one or more phases of the **Festival** filmed and broadcast by third parties, on a TV, audio-visual, photographic and phonographic level. Each Contestant authorizes by signing the release attached to the application form, that photos, recordings and filming ensure the exploitation of their image rights concerning their public performance and their presence in the **Festival**, even for the purposes of any operations of promotional-advertising referred to in the previous point, without any limitation of time and / or space and without having anything to expect both from **ME** and from third parties.

**ME has the** right to use the above photos for the possible creation of a photobook of the **Festival**, as well as to publish and share photos, recordings and filming through websites, web radio, web tv and social networks.

**ME**, will be also entitled to sublicense rights to third parties, especially to **Segreteria di Stato**.

## **Art. 9 - AMENDMENTS TO THE SET OF RULES**

During the period of validity of this Set of Rules, **ME**, at their sole discretion, may make additions and changes for needs unquestionably assessed by **ME** for organizational and functional purposes. **ME** may also introduce changes and additions to protect and safeguard the artistic level of the event, for unforeseen events or occurrences, including any issue related to COVID-19, without prejudice to the spirit of the premises and the smooth running of the event.

Such additions and amendments shall be considered to be fully valid and effective when they are posted on the **Festival** website and therefore all Contestants are required to visit this website.

## **Art. 10 – COMMUNICATIONS**

Any communication provided by this Set of rules will be validly posted on the Festival website or communicated by email to the e-mail addresses share by Contestants in the application form.

Contestants are therefore required to visit the Festival website and **ME** declines as of now any kind of responsibility for any misunderstanding, delay or missed contact details.

### **Art. 11 – ARBITRATION**

Any dispute concerning the interpretation and execution of this Set of rules will be settled with a specific appeal to the Arbitration Committee.

The interested party must first send **ME** a statement of objection (by registered letter with return receipt) within the peremptory term of 10 (ten) days as of when the event that the party intends to challenge occurred. If **ME** states that the allegations made by the party are unfounded, they must submit a specific appeal to the Arbitration Committee, to the headquarters specified below within the peremptory term of 5 (five) days from receipt of the return letter of rejection by the **ME**.

The seat of the Arbitration Committee is located in San Marino. The Arbitration Committee, which will decide, as a friendly mediator, without procedural formalities and in the shortest possible time, will be composed of three members: one appointed by **ME**, one by the applicant and one as President selected by **Segreteria di Stato**.

The judgment of the Arbitration Committee shall be final and unappealable.

By accepting this Set of Rules, the Contestant defers to the decision taken.

San Marino, Date 20/08/2022